

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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U.S. UNDERWRITERS INSURANCE COMPANY,

Docket No.07 CV 8690(RWS)

Plaintiff,

**AUTOMATIC DISCLOSURE
PURSUANT TO RULE 26**

- against-

MEL-MAR REALTY CORP., FRANK RIVERA,
MECHANICAL HEATING SUPPLY, INC.,
JOSE AMADEO ZELAYA and MARIA ZELAYA,

Defendants.

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Defendants, MEL-MAR REALTY CORP., FRANK RIVERA and MECHANICAL HEATING SUPPLY, INC. by and through its attorneys, FELBERBAUM, HALBRIDGE and WIRTH, discloses the following information pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, and hereby reserves its right to supplement these responses:

A. The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information:

1. Frank Rivera, 144 Hilary Circle, New Rochelle, New York 10804; Telephone: 347-203-3438.

2. Jose Amadeo Zelaya, 360 East 151st Street, Bronx, New York 10451 and 583 Cortlandt Avenue, Bronx, New York 10451; Telephone: unknown.

3. Maria Zelaya, 583 Cortlandt Avenue, Bronx, New York 10451; Telephone: unknown.

4. N/A

5. U.S. Underwriters Employees.

6. Mel-Mar Realty Corp., 461 Timpson Place, Bronx, New York 10455.

7. Mechanical Heating Supply, Inc., 476 Timpson Place, Bronx, New York 10455; Telephone: 718-402-9765.

B. A copy of, or a description by category and location of, all documents, data compilations, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeaching:

1. Commercial Insurance Policy, number CK 3093589 issued to Mel-Mar Realty Corp..

2. All pleadings in lawsuit entitled Zelaya, et al. v.

Rivera, et al., filed in Bronx County, New York, Index No. 8184107.

3. Annexed hereto are letters from Plaintiff to Mel-Mar — October 4, 2007, May 29, 2007 and April 10, 2007.

C. No computation on indemnity claim can be made until resolution of Zelaya v. Rivera case.

Claim for attorney's fee is made, but amount will be computed at conclusion of this matter.

D. Any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

None.

Dated: Commack, New York
April 4, 2008

Yours, etc.

ROBERT C. WIRTH, ESQ.(RCW-2160)
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